



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1 – NEW ENGLAND  
5 POST OFFICE SQUARE – SUITE 100  
BOSTON, MASSACHUSETTS 02109-3912

**URGENT LEGAL MATTER – PROMPT REPLY NECESSARY**  
**CERTIFIED MAIL: RETURN RECEIPT REQUESTED**

December 12, 2018

CUNI Casting, LLC  
BWM Metals, LLC Manager  
c/o Raymond L. McGee, CEO  
7 Pine Ledge Road  
Brant Lake, NY 12815-1744

Re: Demand for Reimbursement of EPA's Response Costs, Notice of Potential Liability and Request for Information for the Liberty Street Ansonia Copper & Brass Site, Ansonia, Connecticut

Dear Mr. McGee:

Under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA" or "Superfund"), the U.S. Environmental Protection Agency ("EPA") is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment, that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. EPA has documented that such a release has occurred at the Liberty Street Ansonia Copper & Brass Site ("the Site") located at 75 Liberty Street and 7 Riverside Drive in Ansonia, New Haven County, CT. Both properties are owned by Ansonia Copper & Brass, Inc. The 75 Liberty Street property is fully described by the City of Ansonia as Parcel ID 03300190000, and recorded on a deed in Book 205, Page 614. The 7 Riverside Drive property is fully described by the City of Ansonia as Parcel ID 03500010004, and on a deed in Book 233, Page 8. EPA has spent public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available to EPA, EPA has determined that you may be a potentially responsible party ("PRP") under CERCLA for cleanup of the Site or for costs EPA has incurred in cleaning up the Site.

Hazardous substances, pollutants, and contaminants involved in the release or threat of release of hazardous substances at the Site include, but are not limited to: PCBs, heavy metals (lead is the primary), corrosive wastes, friable asbestos and friable asbestos containing material ("ACM").

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### **EXPLANATION OF POTENTIAL LIABILITY**

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), PRPs may be required to implement cleanup actions deemed necessary by EPA to protect public health, welfare, or the environment. PRPs may also be responsible for all costs incurred by the Government in responding to any release or threatened release at the Site. Such actions and costs may include, but are not limited to: expenditures for investigations, planning, response, disposal, oversight and enforcement activities. PRPs include current and former owners and operators of a Site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the Site, and persons who accepted hazardous substances for transport and selected the Site to which the hazardous substances were delivered.

Based on information gathered during investigations of the Site, EPA believes that you are a PRP under Section 107(a) of CERCLA with respect to the Site. Specifically, EPA has reason to believe that CUNI Casting, LLC is a former operator of the Site during the time of disposal. You are urged to voluntarily finance those response activities that EPA determined were necessary at the Site.

In 2017, EPA, under the authority of the Superfund Program, performed a Preliminary Assessment and Site Investigation (“PA/SI”) in order to gain a basic understanding of any risks posed to human health and/or the environment by releases or threatened releases from the Site.

Due to the presence of hazardous substances at the Site, and in light of other factors, EPA determined that there was an imminent and substantial endangerment to public health, welfare, or the environment. In response, from September 18, 2017 to September 14, 2018, EPA conducted the following immediate removal activities at the Site: 1) site security as necessary based on conditions; 2) additional sampling as needed, to determine the extent of contamination; 3) air monitoring, dust control and suppression as needed; 4) disposed of lab pack chemicals located in metallurgy laboratory; 5) conducted hazardous categorization of drums/containers/pits/trough contents; 6) removed contaminated liquid/solid/sludge areas inside the buildings and staged for transportation; 7) consolidated/over-packed and staged containers of hazardous substances; 8) collected and consolidated accessible friable asbestos in degrading condition located inside and around the buildings; 9) removed and disposed of any other hazardous substances, as needed; 10) coordinated transportation and disposal of collected wastes to EPA approved disposal facilities; 11) installed safety fencing and warning signage around all open floor pits and trenches prior to demobilization to protect trespassers from fall hazards; and 12) repaired response-related damage.

### **DEMAND FOR REIMBURSEMENT OF COSTS**

In accordance with Section 104 of CERCLA, EPA has already taken certain response actions, which are listed above, and incurred certain costs in response to conditions at the Site. EPA is



seeking to recover from you its response costs and all the interest authorized to be recovered under Section 107(a) of CERCLA. To date, the approximate total response costs identified through October 17, 2018 for the Site are \$1,939,941.99.<sup>1</sup> Under Section 107(a) of CERCLA, EPA hereby makes a demand for payment from for the above amount plus all interest authorized to be recovered under Section 107(a).

While this letter demands that you reimburse EPA for all funds spent at the Site, EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within this category, please contact Senior Enforcement Counsel Michelle Lauterback at the address below, for information on "Ability to Pay Settlements." You will be asked to fill out form(s) pertaining to your finances and to submit financial records including business federal and state income tax returns. If EPA concludes that you have a legitimate inability to pay the full amount, EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Also, please note that, because EPA has a potential claim against you, you must include EPA as a creditor if you file for bankruptcy.

In addition, some or all of the costs associated with this notice may be covered by current or past insurance policies issued to you. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether you should notify your insurance carrier(s) of this demand, you may wish to review current and past policies, beginning with the date of your first contact with the Liberty Street Ansonia Copper & Brass Site, up to the present. Coverage depends on many factors, such as the language of the particular policy and state law.

Please send a written response to this cost recovery demand, within **thirty (30) days**, to:

Tina Hennessy, Enforcement Coordinator  
U.S. Environmental Protection Agency  
5 Post Office Square, Suite 100 (OSRR02-2)  
Boston, Massachusetts 02109-3912  
(617) 918-1216  
hennessy.tina@epa.gov

Legal questions and all communications from counsel should be directed to:

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<sup>1</sup> A copy of the IFMS Cost Summary is attached. The summary does not include prejudgment interest. Interest accumulates from the date of this demand for payment of costs.

Michelle Lauterback, Senior Enforcement Counsel  
U.S. Environmental Protection Agency  
5 Post Office Square, Suite 100 (OES04-3)  
Boston, Massachusetts 02109-3912  
(617) 918-1774  
lauterback.michelle@epa.gov

If a response from you is not received within thirty (30) days, EPA will assume that you have declined to reimburse the Superfund for the Site expenditures, and pursuant to CERCLA, EPA may pursue civil litigation.

Also, please note that, because EPA has a potential claim against you, you must include EPA as a creditor if you file for bankruptcy. EPA reserves the right to file a proof of claim or an application for reimbursement of administrative expenses.

### **INFORMATION REQUEST**

EPA is investigating the release or threat of release of hazardous substances, pollutants and contaminants at the Site. This investigation includes an inquiry into the identification, nature, source, and quantity of materials transported to or from the Site, generated, treated, stored, or disposed of at the Site. EPA is also seeking information concerning those persons responsible for the contamination at the Site and their ability to reimburse the government for its response costs.

Pursuant to the authority of Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), you are hereby requested to respond to the Information Request set forth in an enclosure to this letter (Enclosure A). Compliance with the Information Request is mandatory and you have an affirmative duty to obtain the information requested, whether or not it is readily available. Failure to respond fully and truthfully to the Information Request, or to adequately justify such failure to respond, may result in an enforcement action by EPA pursuant to Section 104(e) of CERCLA which permits EPA to seek the imposition of penalties of up to fifty-five thousand nine hundred and seven dollars (\$55,907) for each day of continued noncompliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

Please send a written response to this information request, within **thirty (30) days**, to Tina Hennessy at the address above.



### **ADMINISTRATIVE RECORD**

Pursuant to Section 113(k) of CERCLA, 42 U.S.C. § 9613(k), EPA has established an administrative record containing documents that serve as the basis of EPA's decision on the selection of a cleanup action for the Site. The Administrative Record files may be inspected and comments may be submitted by contacting the Superfund Records Center, U.S.E.P.A., 5 Post Office Square, Suite 100, Boston, MA 02109-3912 (617) 918-1440.

### **SITE ACTIVITY OUTSIDE EPA ACTIONS**

If you are already involved in discussions with state or other local authorities or involved in a lawsuit regarding this Site, you should continue such activities as you see fit. This letter is not intended to advise or direct you to restrict or discontinue any such activities. However, you are advised to report the status of any such discussions or actions in your response to this letter and to provide a copy of your response to any other parties involved in those discussions or actions.

### **RESOURCES AND INFORMATION FOR SMALL BUSINESSES**

On January 11, 2002, the Superfund Small Business Liability Relief and Brownfields Revitalization Act was enacted. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may download a copy of the law from <http://www.epa.gov/brownfields/brownfields-laws-and-regulations> and review EPA guidance regarding these exemptions at <https://www.epa.gov/enforcement/defenses-and-exemptions-superfund-liability>.

EPA has created a number of helpful resources for small businesses. EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at [www.epa.gov](http://www.epa.gov). In addition, the EPA Small Business Ombudsman may be contacted at [www.epa.gov/resources-small-businesses](http://www.epa.gov/resources-small-businesses). Finally, EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA"), which is enclosed with this letter.

### **PURPOSE AND USE OF THIS NOTICE**

The factual and legal discussions contained in this letter are intended solely to provide notice and information. Such discussions are not intended to be, and cannot be, relied upon as EPA's final position on any matter set forth herein.

Please give these matters your immediate attention and consider consulting with an attorney. If you have any questions regarding this letter, please contact either Michelle Lauterback or Tina Hennessy at the telephone numbers referenced above.

By copy of this letter, EPA is notifying the State of Connecticut and the Natural Resources Trustees of EPA's intent to enter into negotiations for the response actions at the Site.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Bryan Olson', with a long horizontal line extending to the right.

Bryan Olson, Director  
Office of Site Remediation & Restoration

Enclosures

cc: David Poynton, CT DEEP  
Andrew Raddant, Regional Environmental Officer - U.S. DOI  
Ken Finkelstein, National Oceanic & Atmospheric Administration - NOAA  
Allen Jarrell, EPA On-Scene Coordinator – OSRR02-2  
Tina Hennessy, EPA Enforcement Coordinator – OSRR02-2  
Michelle Lauterback, EPA Senior Enforcement Counsel – OES04-3  
Holly Inglis, EPA Records Center – OSRR01-5  
Patti Ludwig, EPA CERCLIS Coordinator – OSRR01-5



**ENCLOSURE A**

**INFORMATION REQUEST FOR CUNI CASTING, LLC**  
**LIBERTY STREET ANSONIA COPPER & BRASS SUPERFUND SITE**

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**Period Being Investigated:** January 1, 2012 to the Present

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In addition to the questions which follow, this enclosure includes a declaration, a site description, detailed instructions for responding to this request, and definitions of words such as "Respondent," "identify," and "waste" used in the questions. These materials appear at the end of the questions; please refer to them in answering all questions. Of particular importance:

- Answer each question with respect to the period being investigated noted above unless the question indicates otherwise.
- Answer all questions completely in accordance with the definitions and instructions.
- Complete the enclosed declaration.
- For each question, identify all persons and documents relied upon in the preparation of the answer.
- All information provided for which you are making a claim of business confidentiality or which contains personal privacy information should be contained on separate sheets and clearly marked as confidential or private.
- This request imposes a **continuing obligation** upon you to submit responsive information discovered after your original response is submitted to EPA.

1. Information Request Questions

**NOTE: All questions in this section refer to the present time unless otherwise indicated.**

- a. Provide the full legal name, mailing address, and email address of Respondent.
- b. For each person answering these questions on behalf of Respondent, provide:
  - i. full name;
  - ii. title;
  - iii. business address; and
  - iv. business telephone number, email address and FAX machine number.
- c. If Respondent wishes to designate an individual for all future correspondence concerning the Site, including any legal notices, please provide that individual's name, address, telephone number, email address and FAX number, and the designated individual's relationship to the Respondent.

2. Legal and Financial Information for Respondent, CUNI Casting, LLC

**NOTE: All questions in this section refer to the time period being investigated unless otherwise specifically indicated below. EPA requests that you provide a complete response and documents for each of these questions below.**

- a. Provide complete copies of all federal and state tax returns (income tax, gift tax, estate tax, or other), including all complete schedules, for Respondent from 2012 to the Present, as submitted to the Internal Revenue Service.
- b. Provide audited financial statements for Respondent from 2012 to the present, including income statements, balance sheets, cash flow reports, shareholder's equity reports, financial audits or other financial reports showing Respondent's assets, profits, liabilities and current financial status.
- c. Provide all signed and dated loan applications filed by Respondent from 2012 to the present.
- d. If Respondent is, or was at any time, a corporation provide:
  - i. the date of incorporation;
  - ii. state of incorporation;
  - iii. the names of all officers from 2012 to the present, including their titles and dates of office;



- iv. the names of all directors from 2012 to the present including their titles and dates of office;
- v. the names of all shareholders owning the company's stock at any time from 2012 to the present; including the name, current or most recent address and phone number of each shareholder; and the number of shares held by each shareholder; and
- vi. the names and addresses of all parent and subsidiary entities affiliated with the company.

e. If Respondent has filed for bankruptcy, provide:

- i. the U.S. Bankruptcy Court in which the petition was filed;
- ii. the docket numbers of such petition;
- iii. the date the bankruptcy petition was filed;
- iv. whether the petition is under Chapter 7 (liquidation), Chapter 11 (reorganization), or other provision; and
- v. a brief description of the current status of the petition.

f. If Respondent no longer exists as a legal entity because of dissolution provide:

- i. a brief description of the nature and reason for dissolution;
- ii. the date of dissolution;
- iii. documents memorializing or indicating the dissolution of the entity;
- iv. a statement of the net worth of the entity at the time of termination; and
- v. a statement of how and to whom the entity's assets were distributed.

g. If Respondent no longer exists as the same legal entity it was during the period being investigated because of transactions involving asset purchases or mergers, provide:

- i. a brief statement describing the nature of the asset purchases or mergers;
- ii. the titles and dates of the documents that embody the terms of such transactions;
- iii. the identities of the seller, buyer and any other parties to such transactions; and
- iv. copies of the documents that embody the terms of such transactions (*e.g.*, purchase agreements, merger and dissolution agreements).

h. Identify each of Respondent's predecessors and/or successors-in-interest and provide a description of the relationship between Respondent and each of those predecessors and/or successors-in-interest.

i. If Respondent has ever done business under any other name;

- i. list each such name; and
  - ii. list the dates during which such name was used by the company.
- j. Provide name and address of the person and/or accountant in charge of preparing or reviewing Respondent's annual report and provide a copy of the most recent annual report.
- k. Provide copies of all UCC filings filed by Respondent and against Respondent from 2012 to the Present.
- l. Provide copies of Respondent's corporate minute books from 2012 to the Present, and any related corporations.

3. Relationship(s) to Other Entities

**NOTE: All questions in this section refer to the period being investigated (2012 to the Present).**

a. Please describe, and provide any and all documentation in your custody, control or possession for each and every contract, agreement, or other relationship Respondent had or has with K & Z Holdings, Inc. f/k/a Ansam Metals Corporation ("Ansam"), Atlantic Metals & Alloys, LLC ("Atlantic Metals"), and Ansonia Specialty Metals ("ASM") relating to, referring to or affecting the Site, including but not limited to:

- i. a general statement of the nature of such contract(s), agreement(s) or relationship(s); and
- ii. the dates such contract(s), agreement(s) or relationship(s) existed.

b. For the following questions please refer to Attachment No. 1 which contains shipping records Respondent had or has with Ansam relating to, referring to or affecting the Site. Please define, quantify, and/or explain the following:

- i. a general statement of the nature of such contract(s), agreement(s) or relationship(s) between Respondent and Ansam;
- ii. the dates such contract(s), agreement(s) or relationship(s) existed between Respondent and Ansam;
- iii. the volume of materials shipped to the Site by Ansam;
- iv. the frequency with which such materials were shipped to the Site; and
- v. whether any MSDS (material safety data sheets) or other required reporting documents were submitted for such materials.

c. For the following questions please refer to Attachment No. 2 which contains shipping records between Ansam and ASM in Ansonia, CT relating to, referring to or affecting the Site. Please define, quantify, and/or explain the following:



- i. a general statement of the nature of such contract(s), agreement(s) or relationship(s) between Ansam and ASM;
- ii. the dates such contract(s), agreement(s) or relationship(s) existed between Ansam and ASM;
- iii. the volume of materials shipped to the Site by Ansam;
- iv. the frequency with which such materials were shipped to the Site; and
- v. whether any MSDS (material safety data sheets) or other required reporting documents were submitted for such materials.

d. For the following questions please refer to Attachment No. 3 which contains shipping records between Respondent and ASM relating to, referring to or affecting the Site. Please define, quantify, and/or explain the following:

- i. a general statement of the nature of such contract(s), agreement(s) or relationship(s) between Respondent and ASM;
- ii. the dates such contract(s), agreement(s) or relationship(s) existed between Respondent and ASM;
- iii. the volume of materials shipped to the Site from Respondent to ASM;
- iv. the frequency with which such materials were shipped to the Site; and
- v. whether any MSDS (material safety data sheets) or other required reporting documents were submitted for such materials.

e. For the following questions please refer to Attachment Nos. 2 and 3 which contain documentation showing that ASM was operating at the Site. Please define, quantify, and/or explain the following:

- i. the beginning and ending date of ASM operations at the Site;
- ii. location of operations of ASM at the Site; and
- iii. the location of operations of Respondent at the Site.

f. For the following questions please refer to Attachment No. 4 which contains shipping records between Respondent and Atlantic Metals & Alloys, LLC ("Atlantic Metals") relating to, referring to or affecting the Site. Please define, quantify, and/or explain the following:

- i. a general statement of the nature of such contract(s), agreement(s) or relationship(s) between Respondent and Atlantic Metals;
- ii. the dates such contract(s), agreement(s) or relationship(s) existed between Respondent and Atlantic Metals;
- iii. the volume of materials shipped to the Site from Atlantic Metals;
- iv. the frequency with which such materials were shipped to the Site; and
- v. whether any MSDS (material safety data sheets) or other required reporting documents were submitted for such materials.

g. For the following questions please refer to Attachment Nos. 3 and 4 which contains documentation showing that Respondent and ASM operated at the Site in Ansonia and Waterbury. Please define, quantify, and/or explain the following:

- i. a general statement of the nature of such contract(s), agreement(s) or relationship(s) between the Waterbury and Ansonia facilities for both Respondent and ASM; and
- ii. the beginning and ending dates of operations at the Waterbury and Ansonia facilities for Respondent and ASM.

4. Insurance

**NOTE: All questions in this section refer to the time period (2012 to the Present).**

a. Provide copies of all property, casualty and/or liability insurance policies, and any other insurance contracts referencing the Site or facility (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance). Include any and all policies providing the Respondent with insurance for loss or damage to the Site property.

b. To the extent not provided in Question a. above, provide copies of all insurance policies that may potentially provide the Respondent with insurance for bodily injury or property damage in connection with the Site and/or Respondent's business operations (including, but not limited to, Comprehensive General Liability). Include, without limitation, all primary, excess, and umbrella policies.

c. To the extent not identified in Questions a. or b. above, provide all other evidence of casualty, liability and/or pollution insurance issued to Respondent for the period being investigated.

d. If there are any such policies of which you are aware but neither possess copies, nor are able to obtain copies, identify each such policy to the best of your ability by identifying:

- i. the name and address of each insurer and of the insured;
- ii. the type of policy and policy numbers;
- iii. the per occurrence policy limits of each policy; and
- iv. the effective dates for each policy.

e. Identify all previous settlements by Respondent with any insurer which relates in any way to environmental liabilities and/or to the policies referenced above, including:



- i. the date of the settlement;
  - ii. the scope of release provided under each settlement;
  - iii. the amount of money paid by the insurer pursuant to such settlement; and
  - iv. provide copies of all such settlement agreements.
- f. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of the Respondent under any insurance policy in connection with the Site. Include any responses from the insurer with respect to any claims.
- g. Identify any and all insurance, accounts paid or accounting files that identify Respondent's insurance policies.
- h. List all named insureds on property, pollution and/or casualty liability insurance providing coverage to Respondent during the period being investigated including the nature of the insurance requirement and the years when the evidence was required.

5. Respondent's Operations

**NOTE: All questions in this section refer to the period being investigated (2012 to the Present).**

- a. State the beginning and ending dates of Respondent's operations at the Site.
- b. Describe the nature of Respondent's operations at the Site including:
  - i. a description of Respondent's activities by date;
  - ii. specific types of materials used (*e.g.*, metals, dyes, oils, solvents);
  - iii. how and where chemicals were stored, handled, placed or disposed of at the Site (*e.g.*, chemicals were stored in vats/trenches/pits, or stored on pallets in drums/containers); and
  - iv. provide a sketch of the location(s) where chemicals were stored, handled, placed or disposed.
- c. Provide copies of all local, state, and federal permits or licenses for the operations at the Site, including but not limited to permits for the transport, receipt, generation, handling, mixing, reclamation, recycling, storage, or disposal of wastes.
- d. Provide copies of Materials Safety Data Sheets ("MSDS") for materials used in Respondent's operations.
- e. Describe each type of waste brought to or generated at the Site during Respondent's operation from the time Respondent began operating at the Site to the present, including but not limited to:

- i. the name of each type of waste;
- ii. the chemical composition of each type of waste;
- iii. the color of each type of waste;
- iv. the odor of each type of waste;
- v. the physical state of each type of waste (*e.g.*, liquid, solid, sludge); and
- vi. whether the waste was hazardous, toxic, flammable, reactive, corrosive, or was otherwise a hazardous substance.

f. For each legal action brought against current or prior owners, tenants, or site operators/managers of the Site regarding Site operations, permitting, or environmental matters, provide:

- i. the caption name, jurisdiction, and docket number (*e.g.*, U.S. v. Owner (D.N.H. 92-003));
- ii. the date such action was initiated;
- iii. the names of parties to the action; and
- iv. the final disposition or current status of the action.

6. Respondent's Wastes and Waste Streams (including By-Products)

**NOTE: All questions in this section refer to the period being investigated (2012 to the Present).**

a. Complete the enclosed "Waste Survey" (Enclosure C) checking each substance present in Respondent's wastes or by-products and providing all requested information for each such substance that is checked.

b. For each type of waste (including by-products) from Respondent's operations, including but not limited to all liquids, sludges and solids, provide the following information:

- i. its physical state;
- ii. its nature and chemical composition;
- iii. its color;
- iv. its odor;
- v. the approximate monthly and annual volumes of each type of waste (*e.g.*, gallons, cubic yards, pounds); and
- vi. the dates (beginning and ending) during which each type of waste was produced by Respondent's operations.

7. Respondent's Disposal/Treatment/Storage/Recycling/Sale of Waste (including By-Products)



**NOTE: All questions in this section refer to the period being investigated (2012 to the Present).**

- a. Identify (see Definitions) all individuals who had responsibility for the disposal, treatment, storage, recycling or sale of Respondent's wastes at the Site.
- b. Identify (see Definitions) of all individuals who had knowledge of the disposal, treatment, storage, recycling or sale of Respondent's wastes at the Site.
- c. Identify (see Definitions) all individuals who currently have and those who have had responsibility for Respondent's environmental matters.
- d. For the previous three responses, also provide each individual's:
  - i. job title;
  - ii. duties;
  - iii. dates performing those duties;
  - iv. supervisors for those duties;
  - v. current position or, if such individual is no longer employed by Respondent, the date of the individual's resignation;
  - vi. the nature of the information possessed by such individuals concerning Respondent's waste management; and
  - vii. the current address and telephone number of each such individual.
- e. Describe all wastes disposed by Respondent into the drains at the Site including but not limited to:
  - i. the nature and chemical composition of each type of waste;
  - ii. the dates on which those wastes were disposed;
  - iii. the approximate quantity of those wastes disposed by month and year;
  - iv. the location to which these wastes drained (*e.g.*, on-site septic system, on-site storage tank, pretreatment plant, Publicly Owned Treatment Works ("POTW")); and
  - v. whether and what pretreatment was provided.

8. Site Characteristics

**NOTE: All questions in this section refer to the period being investigated (2012 to the Present).**

- a. Describe all leaks, spills, or releases at or from the property of materials that were or may have been hazardous, toxic, flammable, reactive, or corrosive, or may have contained hazardous substances, including, but not limited to:

- i. the date of each such occurrence;
- ii. the specific location of each such occurrence; and
- iii. the materials that were involved in each such occurrence in terms of the nature, composition, color, smell, and physical state (solid or liquid) of such material.

b. Describe and provide the dates of all activities undertaken by Respondent and others to:

- i. address all leaks, spills, or releases of materials at or from the property; and
- ii. to prevent a threatened leak, spill, or release at or from the property.

c. Provide all documents related to government inspections of the Site during the period being investigated, including but not limited to inspection reports and communications between the Site operators or owners and the government entity concerning the operation of the Site.

d. Describe the condition of the property at the beginning and during Respondent's operation. Identify and provide copies of any and all environmental studies, sampling and/or analysis, notes, correspondence and memoranda pertaining to the condition and contents of the property.

e. Describe the condition of the property at the time Respondent's operation ended. Identify and provide copies of any and all environmental studies, sampling and/or analysis, notes, correspondence and memoranda pertaining to the condition and contents of the property.

9. Information From Others

a. If not already included in your response, if you have reason to believe that there may be persons able to provide a more detailed or complete response to any of these questions or who may be able to provide additional responsive documents, (including but not limited to information about current and past uses of the Site) identify such persons and the additional information or documents that they may have.

10. Compliance With This Request

a. Describe all sources reviewed or consulted in responding to this request, including but not limited to:

- i. the names of all individuals consulted;



- ii. the current job title, job description, address and telephone number of each individual consulted;
- iii. the job title and job description during the period being investigated of each individual consulted;
- iv. whether each individual consulted is a past employee of Respondent;
- vi. the nature of all documents reviewed;
- vii. the locations where those documents reviewed were kept prior to review; and
- viii. the location where those documents reviewed are currently kept.

11. Document Retention

a. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:

- i. your document retention policy;
- ii. a description of how the records were destroyed (*e.g.*, burned, archived, trashed) and the approximate date of destruction;
- iii. a description of the type of information that would have been contained in the documents; and
- v. the name, job title and most current address known by you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.

The following form of declaration must accompany all information submitted by Respondent in response to the Information Request:

**DECLARATION**

I declare under penalty of perjury that I am authorized to respond on behalf of

\_\_\_\_\_ and that the foregoing is complete, true, and correct.  
Respondent

Executed on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title



## **ENCLOSURE B**

### **INFORMATION REQUEST INSTRUCTIONS**

1. Answer Every Question Completely. You are required to provide a separate answer to each and every question and subpart of a question set forth in this Information Request. Incomplete, evasive, or ambiguous answers shall constitute failure to respond to this Information Request and may subject you to the penalties set out in the cover letter.
2. Number Each Answer. Number each answer with the number of the question to which it corresponds.
3. Provide Information about the Period Being Investigated. You are required to answer each question with respect to the period being investigated. If the response fails to address the period being investigated, EPA will consider this a failure to comply with the request and may take action against you for this noncompliance.
4. Provide the Best Information Available. You must provide responses to the best of Respondent's ability, even if the information sought was never put down in writing or if the written documents are no longer available. You should seek out responsive information from current and former employees/agents. Submission of cursory responses when other responsive information is available to the Respondent will be considered non-compliance with this Information Request.
5. Identify Sources of Answer. For each question, identify (see Definitions) all the persons and documents that you relied on in producing your answer.
6. Submit Documents with Labels Keyed to Question. For each document produced in response to this Information Request, indicate on the document (or in some other reasonable manner) the number of the question to which it responds.
7. Continuing Obligation to Provide/Correct Information. If additional information or documents responsive to this Request become known or available to you after you respond to this Request, EPA hereby requests pursuant to CERCLA Section 104(e) that you supplement your response to EPA. Failure to supplement your response within thirty (30) days of discovering such responsive information may subject you to \$55,907 per day penalties. If at any time after the submission of this response, you discover or believe that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response. If any part of the response to this Information Request is found to be false, the signatory to the response and the Respondent may be subject to criminal prosecution.
8. Complete the Enclosed Declaration. You are required to complete the enclosed declaration which certifies that the information you are providing in response to this Information Request is true, accurate, and complete.

9. Confidential Information. The information requested herein must be provided even though you may contend that it includes confidential information or trade secrets. You may assert a confidentiality claim covering part or all of the information requested pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. §§ 9604(e)(7)(E) and (F), and Section 3007(b) of RCRA, 42 U.S.C. § 6927(b), and 40 C.F.R. § 2.203(b). All information claimed to be confidential should be contained on separate sheet(s) and should be clearly identified as "trade secret" or "proprietary" or "company confidential." These separate marked sheets should be submitted to EPA by hard copy or compact disc, and not by email. Personal financial information, including individual tax returns, may also be claimed as confidential. In addition, please note that you bear the burden of substantiating your confidentiality claim. Your claim of confidentiality should be supported by the submission of information supporting such a claim; the type of information to be submitted is set out in 40 C.F.R. Part 2. Information covered by a claim of confidentiality will be disclosed by EPA only to the extent, and only by means of the procedures, provided in 40 C.F.R. §§ 2.201-2.311. **If no such claim accompanies the information when it is received by EPA, or if you do not assert such claim on the information, it may be made available to the public by EPA without further notice to you.** You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

10. Disclosure to EPA Contractor. Information which you submit in response to this Information Request will be disclosed by EPA to authorized representatives of the United States, pursuant to 40 C.F.R. 2.310(h), even if you assert that all or part of it is confidential business information. Please be advised that EPA intends to disclose all responses to this Information Request to one or more of its private contractors listed in the attached EPA Contractor List for the purpose of organizing and/or analyzing the information contained in the responses to this Information Request. If you are submitting information which you assert is entitled to treatment as confidential business information, you may comment on this intended disclosure within fourteen (14) days of receiving this Information Request.

11. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy should be segregated from your responses, included on separate sheet(s), and marked as "Personal Privacy Information." You should note however, that unless prohibited by law, EPA may disclose this information to the general public without further notice to you. (Please see Instruction 9 for information concerning treatment of individual tax returns.)

12. Objections to Questions. While the Respondent may indicate that it objects to certain questions in this Information Request, it must provide responsive information notwithstanding those objections. To object without providing responsive information may subject Respondent to the penalties set out in the cover letter.

13. Claims of Privilege. If you claim that any document responsive to this Information Request is a communication for which you assert that a privilege exists for the entire document, identify



(see Definitions) the document and provide the basis for asserting the privilege. For any document for which you assert that a privilege exists for a portion of it, provide the portion of the document for which you are not asserting a privilege, identify the portion of the document for which you are asserting the privilege, and provide the basis for such an assertion. Please note that regardless of the assertion of any privilege, any facts contained in the document which are responsive to the Information Request must be disclosed in your response.



**EPA CONTRACTOR LIST**

Updated April, 2017

<b><u>CONTRACTOR</u></b>	<b><u>CONTRACT NUMBER</u></b>
ASRC Federal Mission Services Effective: February 15, 2017 Subcontractor: Booz Allen Hamilton	Contract # EP-W-17-011
Eisenstein Malanchuk LLP Effective: March 1, 2013	Contract # EP-W-013-006
KGSNE JV, LLC Effective: April 5, 2017 Subcontractor: TechLaw, Inc.	START 8(a) Contract # EP-S-11701
Industrial Economics, Inc. Effective: 2016	Contract # EP EP-W-16-023

## INFORMATION REQUEST DEFINITIONS

All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, 42 U.S.C. Section 9601 et seq., RCRA, 42 U.S.C. Section 6901 et seq., or Volume 40 of the Code of Federal Regulations (CFR), in which case such statutory or regulatory definitions shall apply.

The following definitions shall apply to the following words as they appear in this Information Request and related Enclosures:

1. The term "you" or "Respondent" shall mean the addressee of this Request (Cuni Casting, LLC and Raymond McGee), the addressee's officers, managers, employees, contractors, trustees, partners, successors, assigns, and agents, and any predecessor or successor corporations or companies, and/or any subsidiaries thereof.

2. The terms "document" and "documents" shall mean any method of recording, storing, or transmitting information. "Document" shall include but not be limited to:

(a) writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including (by way of illustration and not by way of limitation) any of the following:

1. invoice, receipt, endorsement, check, bank draft, cancelled check, deposit slip, withdrawal slip, order;
2. letter, correspondence, fax, telegram, telex, Email;
3. minutes, memorandum of meetings and telephone and other conversations, telephone messages;
4. agreement, contract, and the like;
5. log book, diary, calendar, desk pad, journal;
6. bulletin, circular, form, pamphlet, statement;
7. report, notice, analysis, notebook;
8. graph or chart; or
9. copy of any document.

(b) microfilm or other film record, photograph, or sound recording on any type of device;

(c) any tape, disc, or other type of memory generally associated with computers and data processing, together with:

1. the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory; and

2. printouts of such punch card, disc, or disc pack, tape or other type of memory; and
- (d) attachments to or enclosures with any document as well as any document referred to in any other document.
3. The term "identify" or "provide the identity of" means, with respect to a natural person, to set forth: (a) the person's full name, (b) present or last known business and home addresses and telephone numbers; (c) present or last known employer (include full name and address) with job title, position or business; and (d) the person's social security number.
4. The term "identify" or "provide the identity of" means, with respect to a corporation, partnership, business trust, government office or division, or other entity (including a sole proprietorship), to set forth: (a) its full name; (b) complete street address and telephone number; (c) legal form (e.g. corporation, partnership, etc.); (d) the state under whose laws the entity was organized; and (e) a brief description of its business.
5. The term "identify" or "provide the identity of" means, with respect to a document, to provide: (a) its customary business description (e.g., letter, invoice); (b) its date; (c) its number, if any (e.g., invoice or purchase order number); (d) the identity of the author, addressor, addressee and/or recipient; (e) and a summary of the substance or the subject matter. Alternatively, Respondent may provide a copy of the document.
6. The term "material" or "materials" shall mean any and all objects, goods, substances, or matter of any kind, including but not limited to wastes.
7. The terms "the period being investigated" and "the relevant time period" shall mean the period being investigated as specified on the first page of the Information Request Questions.
8. The terms "the Site" or "the facility" shall mean and include the property located at 75 Liberty Street and 7 Riverside Drive in Ansonia, CT, currently identified by EPA as the Liberty Street Ansonia Copper & Brass Superfund Site, which is more fully described in the enclosed Site Description.
9. The term "waste" or "wastes" shall mean and include trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, and pollutants or contaminants, whether solid, liquid, or sludge, including but not limited to containers for temporary or permanent holding of such wastes.
10. The term "asset" shall mean and include but not be limited to the following: cash, commodities, personal property, collectibles, real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies,



interests in partnerships, corporations, and unincorporated companies, whether foreign or domestic, securities, patents, stocks, bonds, and other tangible as well as intangible property.

11. The term “real estate” shall mean and include, but not be limited to the following: land, buildings, a house, dwelling place, condominium, cooperative apartment, office or commercial building, including those located outside the United States.

## ENCLOSURE C

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I

## Information Request Waste Survey

Name of Respondent: \_\_\_\_\_ Respondent's Location: \_\_\_\_\_ Date: \_\_\_\_\_

	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/HNO <sub>3</sub> , Tetrahydrofuran/C <sub>4</sub> H <sub>8</sub> O.)	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster('55-68), [Name] Landfill('69-81), [Name] Solvent Reclaimer('82-'91).
	Acids				
	Adhesives				
	Asbestos				
	Adsorbents (from spills, leaks, etc.)				
	Automotive Related Wastes:				
	Antifreeze				
	Batteries				
	Brake Fluids				
	Degreasers				
	Lubricants				

Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/HNO <sub>3</sub> , Tetrahydrofuran/C <sub>4</sub> H <sub>8</sub> O.)	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster('55-68), [Name] Landfill('69-81), [Name] Solvent Reclaimer('82-'91).
Oils				
Oil Filters				
Transmission fluids				
other:				
Batteries				
Bleaches				
Caustics/Alkalis				
Chemicals				
Cleaning compounds or fluids				
Coolants				
Degreasers				
Disinfectants				
Distillation Byproducts (Still Bottoms)				
Dyes				
Etching Solutions				
Filters				



	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/HNO <sub>3</sub> , Tetrahydrofuran/C <sub>4</sub> H <sub>8</sub> O.)	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster('55-68), [Name] Landfill('69-81), [Name] Solvent Reclaimer('82-'91).
	Flammable, Reactive, or Explosive Materials				
	Fungicides				
	Herbicides				
	Insecticides				
	Insulating/Fire Proofing Materials				
	Laboratory Wastes				
	Lubricants				
	Metals:				
	grindings				
	powders				
	shavings				
	sludges				
	solutions				
	other:				
	Paint and Coating Wastes:				

	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/HNO <sub>3</sub> , Tetrahydrofuran/C <sub>4</sub> H <sub>8</sub> O.)	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster('55-68), [Name] Landfill('69-81), [Name] Solvent Reclaimer('82-'91).
	paint				
	pigments				
	stripper				
	stains				
	thinner				
	turpentine				
	varnish				
	other:				
	PCBs (polychlorinated biphenyls)				
	Pesticides				
	Photocopying Wastes:				
	toners				
	other:				
	Photography Wastes:				
	developers				
	fixers				

Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/HNO <sub>3</sub> , Tetrahydrofuran/C <sub>4</sub> H <sub>8</sub> O.)	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster('55-68), [Name] Landfill('69-81), [Name] Solvent Reclaimer('82-'91).
other:				
Plating Solutions				
Pretreatment Sludges/Solutions (sewage)				
Printing Wastes:				
inks				
dyes				
other:				
Rags, Used (Indicate prior use)				
Rodenticides				
Septic System Wastes				
Sludges				
Soldering Solutions				
Solutions of Polymers, resins, plastics				
Solvent Extracts				
Solvents				





	Substance	Physical State when Disposed/Type of Container (e.g. Liquid/5 gal pails, Sludge/55 gal drums, Solid/directly in dumpster.)	Trade Name/Chemical Composition (e.g. Nitric acid/HNO <sub>3</sub> , Tetrahydrofuran/C <sub>4</sub> H <sub>8</sub> O.)	Volume (per month)	Disposal Method and Location (year) (e.g. dumpster('55-68), [Name] Landfill('69-81), [Name] Solvent Reclaimer('82-'91).

**LIBERTY STREET ANSONIA COPPER & BRASS SUPERFUND SITE**

**Ansonia, Connecticut**

**Attachment No. 1**



This Shipping Order must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, and retained by the Agent RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order.

SHIPPER'S NO.  
AV100451

NAME OF CARRIER

FROM Cuni Casting  
ANSONIA COPPER & BRASS, INC., ANSONIA, CONNECTICUT 06401

SHIPPED ON 1-21-13

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed as to each carrier on all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

ANSONIA COPPER & BRASS, INC. ORDER NO. CUSTOMER'S ORDER NO.

TAL# 917115

CONSIGNEE TO:

Ansam Metals

MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY

STREET

1026 East Patapsco Ave.

SPECIAL INSTRUCTIONS:

☒ PACKING LIST ATTACHED - MUST ACCOMPANY DELIVERY

CITY

Baltimore MD

STATE

ZIP CODE

☐ OPEN TOP DELIVERY REQUIRED

ph 410-355-8220

☒ CASES/BUNDLES BLOCK OFF FLOOR (TAILGATE) (DELIVERY)

Attn: Sue (Balz, Inc) (610) 881-4361

BUNDLES	CASES	WIRE CARRIERS	COILS	REELS	PALLETS	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT SUBJECT TO CORRECTION
						BRASS, BRONZE OR COPPER ROD drawn, extruded or rolled (NMFC 30220)	
						BRASS, BRONZE OR COPPER WIRE, PLAIN (NMFC 30920)	

11 boxes

Copper/Nickel

12 pallets

Metal Slag (Scrap)

2 barrels

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per Cuni  
ANSONIA COPPER & BRASS, INC.

(Signature of Consignor)

gross : 42469

tare : 1075

net : 41394

Superfund Records Center

Site: Liberty Street 06401

BREAK: 2.12

OTHER: U28741

☐ PREPAID

☐ COLLECT

PACKAGE NUMBERS.

ROD: 1-7113-0000-21-00

WIRE: 1-7113-0000-11-00

MIS:

FOR PREPAID PAYMENT, FORWARD ORIGINAL FREIGHT BILL AND B/L COPY TO CASS INFORMATION SYSTEM SERVICES c/o ANSONIA COPPER & BRASS, P.O. BOX 6542, CHELMSFORD, MA 01824-0942.

The fibre boxes used for this shipment conform to the specifications set forth in the Boxmaker's Certificate thereon, and all other requirements of Rule 41 of the Consolidated Freight Classification. "Shipper's Imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission."

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is a carrier's or shipper's weight. NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be

not exceeding

Per

ANSONIA COPPER & BRASS, INC.

Per  
PERMANENT POST OFFICE ADDRESS OF SHIPPER:  
75 LIBERTY STREET  
ANSONIA, CT 06401

2

R.H. CRANFORD, INC.  
Agent must retain this Shipping Order and must sign the Original Bill of Lading  
SLC Truck & Supply (Corry T.)

1/21/13

25.062A (Rev. 8/96)

628741  
SENS DocID

# ANSAM METALS

1026 East Patapsco Avenue, Baltimore, Maryland 21225-2295/PO Box 3408, Baltimore, Maryland 21225-0408  
(410) 355-8220 Fax: (410) 355-0513 Website: [www.ansammetals.com](http://www.ansammetals.com) E-Mail: [mail@ansammetals.com](mailto:mail@ansammetals.com)

## Shipper

### SHIP TO

ANSONIA SPECIALTY METALS, LLC  
RIVERSIDE DRIVE  
DEPT 436 (METAL STORAGE)  
ANSONIA CT 06401

CUSTOMER ID No. 10154  
CUSTOMER ORDER No.

CARRIER J ROBERT POTTER  
VEHICLE ID  
TRAILER ID 7050  
BOOKING No.  
SEAL No. 18078

DATE 09/05/2013

SHIPPER No. **35470**

SALE CONTRACT No. 18081  
BOL No. 35470  
CONTROL No. 120262  
INVOICE No.  
INVOICE DATE

Ticket/Tag No./Package	Description	Gross	Tare	Net
189845 1 Skid	#1 Copper "B" Bricks	3,092	38	3,054
189846 ✓ 1 Skid	#1 Copper "B" Bricks	2,874	38	2,836
189847 ✓ 1 Skid	#1 Copper "B" Bricks	3,096	38	3,058
189861 ✓ 1 Skid	#1 Copper "B" Bricks	2,988	38	2,950
189862 ✓ 1 Skid	#1 Copper "B" Bricks	3,176	38	3,138
189863 ✓ 1 Skid	#1 Copper "B" Bricks	2,888	38	2,850
189864 ✓ 1 Skid	#1 Copper "B" Bricks	3,098	38	3,060
189908 1 Skid	#1 Copper "B" Bricks	2,854	40	2,814
189909 1 Skid	#1 Copper "B" Bricks	2,762	40	2,722
189910 1 Skid	#1 Copper "B" Bricks	3,088	40	3,048
189912 ✓ 1 Skid	#1 Copper "B" Bricks	3,008	38	2,970
189913 1 Skid	#1 Copper "B" Bricks	3,058	38	3,020
189914 1 Skid	#1 Copper "B" Bricks	2,980	38	2,942
189915 1 Skid	#1 Copper "B" Bricks	2,882	38	2,844
	#1 Copper "B" Bricks	41,844	538	41,306

Total: 41,844 538 41,306

### Superfund Records Center

SITE: Liberty Street 0100

BRICK: 2.12

OTHER: 628781



SEMS DocID 628781

Accepted: \_\_\_\_\_ ID: \_\_\_\_\_

WHITE - ORIGINAL

YELLOW - CUSTOMER COPY

PINK - ACCOUNTING COPY

GOLDENROD - PLANT COPY



From	POTTER	(Name of Carrier)
At	ANSAM METALS CORPORATION 1026 E. Patapsco Avenue Baltimore, Maryland 21225	Purchase Order No. 9/5 2013 Shippers No. 35470

"This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Dept. of Transportation"

\*1 Copy each - Plant Driver      2 Copies - Main Office



COMMENTS #1 Copper "B" Bricks  
Shipper No. 35470

		TOTALS
ALLOY I.D.		
FORM H.T.E.		
BARRELS, TOTAL NUMBER		
PALLETS, TOTAL NUMBER		
BALES, TOTAL NUMBER		
BOXES, TOTAL NUMBER		
BAGS, TOTAL NUMBER		
LOOSE		
OTHER		
ANALYSIS NO.		
COPPER		
ZINC		
LEAD		
TIN		
IRON		
NICKEL		
MANGANESE		
SILICON		
SULPHUR		
PHOSPHORUS		
ARSENIC		
TELURIUM		
CHROMIUM		
BORON		
ALUMINUM		
CADMIUM		
% MOISTURE		
TOTAL CONTAINER TARE		
NET		
MOISTURE LBS.		
OFF SPEC, LBS		
CONVERSION ADJ.		
NET PAY WEIGHT		
SPECIAL HANDLING CHARGES		
TOTALS		

**LIBERTY STREET ANSONIA COPPER & BRASS SUPERFUND SITE**

**Ansonia, Connecticut**

**Attachment No. 2**

DATE <b>01-30-13</b>	ORDER NO.	<b>ANSONIA COPPER &amp; BRASS, INC RECEIVING LOG</b>			<b>No.20254</b>
CUSTOMER <b>ANSAM</b>	DISTRICT	CARRIER <b>Potter</b>	SCALE TICKET NO		
RECEIVED BY <b>RR</b>	SHIP DATE <b>01-29-13</b>		DATE TO LAB	DATE ANALYSIS RECEIVED	
APPOINTMENT TIME		TIME IN		TIME OUT	
	BILL OF LADING	WOOD LOT SCALE WEIGHT	METAL STORAGE WEIGHT	ALTERNATE WEIGHT	
	GROSS				
	TARE	(TRUCK)	(CONTAINER)		
	NET				

COMMENTS

ALLOY I.D.	→	Ni	70/30 Cu/In	90/10 Freeze Up											TOTALS
FORM H.T.E.															
BARRELS, TOTAL NUMBER		24													
PALLETS, TOTAL NUMBER		6		5											
BALES, TOTAL NUMBER															
BOXES, TOTAL NUMBER			7	5											
BAGS, TOTAL NUMBER															
LOOSE															
OTHER															
													Sample ID: <b>Liberty Street 0100</b> Date: <b>2-12</b> Qty: <b>628774</b>		
ANALYSIS NO.															
COPPER															
ZINC															
LEAD															
TIN															
IRON															
NICKEL															
MANGANESE															
SILICON															
SULPHUR															
PHOSPHORUS															
ARSENIC															
TELURIUM															
CHROMIUM															
BORON															
ALUMINUM															
CADMIUM															
% MOISTURE															
TOTAL CONTAINER TARE		557	394	350											
NET		10167	7638	22862											
MOISTURE LBS.															
OFF SPEC, LBS															
CONVERSION ADJ.															
NET PAY WEIGHT															
SPECIAL HANDLING CHARGES															
TOTALS															



SEMS DocID 628774



# ANSAM METALS

1026 East Patapsco Avenue, Baltimore, Maryland 21225-2295/PO Box 3408, Baltimore, Maryland 21225-0408  
(410) 355-8220 Fax: (410) 355-0513 Website: www.ansammetals.com E-Mail: mail@ansammetals.com

## Shipper

### SHIP TO

ANSONIA SPECIALTY METALS, LLC  
RIVERSIDE DRIVE  
DEPT 436 (METAL STORAGE)  
ANSONIA CT 06401

CUSTOMER ID No. 10154  
CUSTOMER ORDER No. 1-2013

CARRIER J ROBERT POTTER  
VEHICLE ID  
TRAILER ID 7050  
BOOKING No.  
SEAL No. 18403

DATE 01/29/2013

SHIPPER No. **35136**

SALE CONTRACT No. 18156

BOL No. 35136

CONTROL No. 119737

INVOICE No.

INVOICE DATE

Ticket/Tag No./Package		Description	Gross	Tare	Net
180170	4 Drums / 1 Skid	Nickel Cathode	1,865	95	1,770
180173	4 Drums / 1 Skid	Nickel Cathode	1,865	95	1,770
183279	1 Bucket	Nickel Cathode	129	2	127
		<b>Nickel Cathode</b>	<b>3,859</b>	<b>192</b>	<b>3,667</b>

Total:

3,859

192

3,667

### Memo:

This shipment will be a swap for PO#20371

Accepted: \_\_\_\_\_

ID: \_\_\_\_\_

WHITE - ORIGINAL

YELLOW - CUSTOMER COPY

PINK - ACCOUNTING COPY

GOLDENROD - PLANT COPY

# ANSAM METALS

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ANSONIA SPECIALTY METALS, LLC  
RIVERSIDE DRIVE  
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ANSONIA CT 06401

CUSTOMER ID No. 10154  
CUSTOMER ORDER No.

CARRIER J ROBERT POTTER  
VEHICLE ID  
TRAILER ID 7050  
BOOKING No.  
SEAL No. 18403

DATE 01/29/2013

SHIPPER No. **35137**

SALE CONTRACT No. 18081

BOL No. 35137

CONTROL No. 119738

INVOICE No.

INVOICE DATE

Ticket/Tag No./Package	Description	Gross	Tare	Net
180175 4 Drums / 1 Skid	70/30 CN Equiv (Ni Cathode)	1,865	95	1,770
180177 4 Drums / 1 Skid	70/30 CN Equiv (Ni Cathode)	1,855	95	1,760
180180 3 Drums / 1 Skid	70/30 CN Equiv (Ni Cathode)	1,285	80	1,205
180182 4 Drums / 1 Skid	70/30 CN Equiv (Ni Cathode)	1,860	95	1,765
	<b>70/30 CN Equiv (Ni Cathode)</b>	<b>6,865</b>	<b>365</b>	<b>6,500</b>
182914 1 Skid	70/30 CN Equiv(90/10 freezeup)	4,010	70	3,940
182916 1 Skid	70/30 CN Equiv(90/10 freezeup)	4,214	70	4,144
182920 1 Skid	70/30 CN Equiv(90/10 freezeup)	4,996	70	4,926
182922 1 Skid	70/30 CN Equiv(90/10 freezeup)	5,072	70	5,002
182924 1 Skid	70/30 CN Equiv(90/10 freezeup)	4,920	70	4,850
	<b>70/30 CN Equiv(90/10 freezeup)</b>	<b>23,212</b>	<b>350</b>	<b>22,862</b>
182649 1 Crate	70/30 Cupro Nickel Coins	1,090	54	1,036
182651 1 Crate	70/30 Cupro Nickel Coins	1,220	56	1,164
182788 1 Crate	70/30 Cupro Nickel Coins	1,165	59	1,106
182791 1 Crate	70/30 Cupro Nickel Coins	1,175	58	1,117
182795 1 Crate	70/30 Cupro Nickel Coins	1,060	56	1,004
182797 1 Crate	70/30 Cupro Nickel Coins	1,177	54	1,123
182802 1 Crate	70/30 Cupro Nickel Coins	1,145	57	1,088
	<b>70/30 Cupro Nickel Coins</b>	<b>8,032</b>	<b>394</b>	<b>7,638</b>

**Total: 38,109 1,109 37,000**

Memo:  
Material is on Consignment

Accepted: \_\_\_\_\_

ID: \_\_\_\_\_

WHITE - ORIGINAL

YELLOW - CUSTOMER COPY

PINK - ACCOUNTING COPY

GOLDENROD - PLANT COPY



**STRAIGHT BILL OF LADING-SHORT FORM-ORIGINAL-NOT NEGOTIABLE**

RECEIVED, subject of the classifications and lawfully filed tariffs in effect on the date of the issue of this Original Bill Lading.

From **BALZ** (Name of Carrier)  
**ANSAM METALS CORPORATION**  
1026 E. Patapsco Avenue  
At **Baltimore, Maryland 21225** Purchase. Order No. **35475**  
9/9 2013 Shippers No.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to the usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property overall or any portion of said route to destination, and as to each party at any time interested in that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, all or any of said property, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

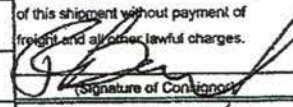
**Consigned**To **ANSONIA SPECIALTY METALS RIVERSIDE DRIVE DEPT 436 (METAL STORAGE)**

(MAIL OR STREET ADDRESS OF CONSIGNEE-FOR PURPOSES OF NOTIFICATION ONLY)

Destination **ANSONIA**State **CT** ZIP**Route****Delivery Address\***

(\*TO BE FILLED IN ONLY WHEN SHIPPER DESIRES AND GOVERNING TARIFFS PROVIDE FOR DELIVERY THEREAT.)

**Delivering**Carrier **BALZ****Car or Vehicle**Initials/Numbers **204360**

NO. PACKAGES	KIND OF PACKAGES, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUB. TO COR.)	CLASS OR RATE	CHECK COLUMN	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign this statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
20DRS 8BXS 18SKIDS	SCRAP METAL GROSS	44,008#			 (Signature of Consignor) If charges are to be prepaid, write or stamp here. "To be Prepaid." <b>TO BE PREPAID</b>
	RECYCLABLE MATERIAL TARE	1,391#			
	SEAL NO. 18005 NET	42,617#			
	ORDER NO.				
	OUR REFERENCE NO. 18081				Received \$ to apply in prepayment of the charges on the property described hereon Agent or Cashier. Per (The signature here acknowledges only the amount prepaid.) Charges Advanced: \$
	THIS LOAD MUST BE DELIVERED 9/10/13 AM DELIVERY				
	ANY PROBLEMS MAKING DELIVERY APPT PLEASE CALL ANSAM.				
*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE - Where the rates dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. THE AGREED DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER TO BE NOT EXCEEDING.					C.O.D. SHIPMENT C.O.D. Amt
PER					Collect Fee
					Tot. Charge.

\*This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Dept. of Transportation

ANSAM METALS CORPORATION  
P.O. BOX 3408  
BALTIMORE, MARYLAND 21225  
(410)355-8220

Shipper

Per **R. BOUGOURD**Agent **BALZ**Per **Don Keith**

Permanent post-office address of shipper

\*1 Copy each - Plant, Driver 2 Copies - Main Office

**DON KEITH 09/09/13**



# ANSAM METALS

1026 East Patapsco Avenue, Baltimore, Maryland 21225-2295/PO Box 3408, Baltimore, Maryland 21225-0408  
(410) 355-8220 Fax: (410) 355-0513 Website: [www.ansammetals.com](http://www.ansammetals.com) E-Mail: [mail@ansammetals.com](mailto:mail@ansammetals.com)

## Shipper

### SHIP TO

ANSONIA SPECIALTY METALS, LLC  
RIVERSIDE DRIVE  
DEPT 436 (METAL STORAGE)  
ANSONIA

CT 06401

CARRIER BALZ INC

VEHICLE ID

TRAILER ID 204360

BOOKING No.

SEAL No. 18005

DATE

09/09/2013

SHIPPER No.

**35475**

SALE CONTRACT No. 18081

BOL No. 35475

CONTROL No. 120279

INVOICE No.

INVOICE DATE

CUSTOMER ID No. 10154

CUSTOMER ORDER No.

Ticket/Tag No./Package	Description	Gross	Tare	Net
189702 ✓ 1 Skid	70/30 CuNi Equiv (#1 Cu)	2,942	40	2,902
189703 ✓ 1 Skid	70/30 CuNi Equiv (#1 Cu)	3,016	40	2,976
189704 ✓ 1 Skid	70/30 CuNi Equiv (#1 Cu)	3,150	40	3,110
189705 ✓ 1 Skid	70/30 CuNi Equiv (#1 Cu)	3,062	40	3,022
189979 ✓ 1 Skid	70/30 CuNi Equiv (#1 Cu)	2,098	37	2,061
	<b>70/30 CuNi Equiv (#1 Cu)</b>	<b>14,268</b>	<b>197</b>	<b>14,071</b>
182086 ✓ 1 Box / 1 Skid	70/30 CuNi Equiv (90/10)	1,662	90	1,572
182094 ✓ 1 Box / 1 Skid	70/30 CuNi Equiv (90/10)	1,994	94	1,900
182110 ✓ 1 Box / 1 Skid	70/30 CuNi Equiv (90/10)	2,120	86	2,034
182112 ✓ 1 Box / 1 Skid	70/30 CuNi Equiv (90/10)	1,878	84	1,794
187055 ✓ 1 Box / 1 Skid	70/30 CuNi Equiv (90/10)	2,602	74	2,528
189589 ✓ 1 Box / 1 Skid	70/30 CuNi Equiv (90/10)	2,570	90	2,480
189794 ✓ 1 Box / 1 Skid	70/30 CuNi Equiv (90/10)	2,194	80	2,114
189798 ✓ 1 Box / 1 Skid	70/30 CuNi Equiv (90/10)	3,190	86	3,104
	<b>70/30 CuNi Equiv (90/10)</b>	<b>18,210</b>	<b>684</b>	<b>17,526</b>
189937 ✓ 4 Drums / 1 Skid	70/30 CuNi Equiv (Ni)	2,295	102	2,193
189939 ✓ 4 Drums / 1 Skid	70/30 CuNi Equiv (Ni)	2,310	102	2,208
189943 ✓ 4 Drums / 1 Skid	70/30 CuNi Equiv (Ni)	2,310	102	2,208
189945 ✓ 4 Drums / 1 Skid	70/30 CuNi Equiv (Ni)	2,305	102	2,203
189949 ✓ 4 Drums / 1 Skid	70/30 CuNi Equiv (Ni)	2,310	102	2,208
	<b>70/30 CuNi Equiv (Ni)</b>	<b>11,530</b>	<b>510</b>	<b>11,020</b>

Total:

44,008

1,391

42,617

Accepted: 

WHITE - ORIGINAL

YELLOW - CUSTOMER COPY

PINK - ACCOUNTING COPY

GOLDENROD - PLANT COPY

ID: \_\_\_\_\_

*CA012*

# ANSAM METALS

1026 East Patapsco Avenue, Baltimore, Maryland 21225-2295/PO Box 3408, Baltimore, Maryland 21225-0408  
(410) 355-8220 Fax: (410) 355-0513 Website: [www.ansammetals.com](http://www.ansammetals.com) E-Mail: [mail@ansammetals.com](mailto:mail@ansammetals.com)

## Shipper

### SHIP TO

ANSONIA SPECIALTY METALS, LLC  
RIVERSIDE DRIVE  
DEPT 436 (METAL STORAGE)  
ANSONIA CT 06401

CUSTOMER ID No. 10154  
CUSTOMER ORDER No.

CARRIER BALZ INC  
VEHICLE ID  
TRAILER ID 126338  
BOOKING No.  
SEAL No. 002144

### DATE

08/23/2013

### SHIPPER No.

35450

SALE CONTRACT No. 18081

BOL No. 35450

CONTROL No. 120238

INVOICE No.

INVOICE DATE

Ticket/Tag No./Package	Description	Gross	Tare	Net
*189714 1 Skid	#1 Copper Bricks - <i>spilled in trailer</i>	3,140	40	3,100
189715 1 Skid	#1 Copper Bricks	2,944	40	2,904
189716 1 Skid	#1 Copper Bricks	2,876	40	2,836
189717 1 Skid	#1 Copper Bricks	3,092	40	3,052
189718 1 Skid	#1 Copper Bricks	2,906	40	2,866
189719 1 Skid	#1 Copper Bricks	3,100	40	3,060
189720 1 Skid	#1 Copper Bricks	3,036	40	2,996
	#1 Copper Bricks	21,094	280	20,814
189593 1 Box / 1 Skid	70/30 Cupro Nickel	2,620	100	2,520
189487 1 Box / 1 Skid	70/30 Cupro Nickel	2,840	92	2,748
189466 1 Box / 1 Skid	70/30 Cupro Nickel	3,122	92	3,030
189595 1 Box / 1 Skid	70/30 Cupro Nickel	2,430	100	2,330
	70/30 Cupro Nickel	11,012	384	10,628
189113 4 Drums / 1 Skid	Nickel Cathode	2,305	101	2,204
189115 4 Drums / 1 Skid	Nickel Cathode	2,305	101	2,204
189117 4 Drums / 1 Skid	Nickel Cathode	2,300	96	2,204
189119 4 Drums / 1 Skid	Nickel Cathode	2,305	101	2,204
189123 2 Drums / 1 Skid	Nickel Cathode	1,210	105	1,105
	Nickel Cathode	10,425	504	9,921

Total:

42,531

1,168

41,363

*All placed in Trailer Per Willie*

*8/26/13  
Bauer*

Accepted: \_\_\_\_\_

ID: \_\_\_\_\_

WHITE - ORIGINAL

YELLOW - CUSTOMER COPY

PINK - ACCOUNTING COPY

GOLDENROD - PLANT COPY



## STRAIGHT BILL OF LADING-SHORT FORM-ORIGINAL-NOT NEGOTIABLE

RECEIVED, subject of the classifications and lawfully filed tariffs in effect on the date of the issue of this Original Bill Lading.

From	BALZ ANSAM METALS CORPORATION 1026 E. Patapsco Avenue Baltimore, Maryland 21225	(Name of Carrier)	Purchase Order No.
At		8/23 2013 Shippers No.	35450

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier(s) warrant to be being understood through this contract as meaning any person or corporation in possession of the property under the contract agrees to carry to its usual place of delivery at said destination, if on its route, returns to be delivered to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property overall or any portion of said route to destination, and as to each party to any route understood to exist every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, and as to any of said property (1) by a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if it is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned

To ANSONIA SPECIALTY METALS, RIVIERSIDE DRIVE, DEPT 436 METAL STORAGE

(MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY)

Destination ANSONIA

State	CT	ZIP
-------	----	-----

Route

Delivery Address\*


## Delivering

(TO BE FILLED IN ONLY WHEN SHIPPER DESIRES AND GOVERNING TARIFFS PROVIDE FOR DELIVERY THEREAT.)

Carrier BALZ

**Car or Vehicle**

Initials/Numbers 126338

NO. PACKAGES	KIND OF PACKAGES, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (SUB. TO COR.)	CLASS OR RATE	CHECK COLUMN	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign this statement The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
18DRUMS 4BOXES 16SKIDS	SCRAP METAL GROSS	42,531#			 (Signature of Consignor)
	RECYCLABLE MATERIAL TARE	1,168#			
	SEAL NO. 2144 NET	41,363#			If charges are to be prepaid, write or stamp here "To be Prepaid." <b>TO BE PREPAID</b>
	ORDER NO.				Received \$
	OUR REFERENCE NO. 18081				to apply in prepayment of the charges on the property described hereon
	THIS LOAD MUST BE DELIVERED MONDAY, 8/26/13				Agent or Cashier.
	ANY PROBLEMS MAKING DELIVERY APPT PLEASE CALL ANSAM.				Per
					(The signature here acknowledges only the amount prepaid.)
					Charges Advanced:
					\$
If the shipment is to be delivered by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE - Where the bill of lading is made by the shipper, the shipper is required to state specifically in writing the agreed or declared value of the property. THIS AGREED DECLARED VALUE OF THE CARGO IS HEREBY SPECIFICALLY STATED BY THE SHIPPER TO BE NOT EXCEEDING					<b>C.O.D. SHIPMENT</b> <b>C.O.D. Amt</b> <b>Collect.Fee</b> <b>Tot. Charge.</b>

<sup>17</sup> 49 CFR 171.15(c)(6). The DOT-2 hazard articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Dept. of Transportation.

ANSAM METALS CORPORATION  
P.O. BOX 3408  
BALTIMORE, MARYLAND 21225  
(410)355-8220

Shipper

Per E. STEINBACH

Agent / BALZ

Per

Permanent post-office address of shipper

\*1 Copy each - Plant, Driver    2 Copies - Main Office



# ANSAM METALS

1026 East Patapsco Avenue, Baltimore, Maryland 21225-2295/PO Box 3408, Baltimore, Maryland 21225-0408  
(410) 355-8220 Fax: (410) 355-0513 Website: www.ansammetals.com E-Mail: mail@ansammetals.com

## Shipper

### SHIP TO

ANSONIA SPECIALTY METALS, LLC  
RIVERSIDE DRIVE  
DEPT 436 (METAL STORAGE)  
ANSONIA

CT 06401

CUSTOMER ID No. 10154

CUSTOMER ORDER No.

CARRIER: BALZ INC

VEHICLE ID

TRAILER ID 126338

BOOKING No.

SEAL No. 002144

DATE

08/23/2013

SHIPPER No.

**35450**

SALE CONTRACT No. 18081

BOL No. 35450

CONTROL No. 120238

INVOICE No.

INVOICE DATE

Ticket/Tag No./Package	Description	Gross	Tare	Net
189714 1 Skid	#1 Copper Bricks	3,140	40	3,100
189715 1 Skid	#1 Copper Bricks	2,944	40	2,904
189716 1 Skid	#1 Copper Bricks	2,876	40	2,836
189717 1 Skid	#1 Copper Bricks	3,092	40	3,052
189718 1 Skid	#1 Copper Bricks	2,906	40	2,866
189719 1 Skid	#1 Copper Bricks	3,100	40	3,060
189720 1 Skid	#1 Copper Bricks	3,036	40	2,996
	<b>#1 Copper Bricks</b>	<b>21,094</b>	<b>280</b>	<b>20,814</b>
189593 1 Box / 1 Skid	70/30 Cupro Nickel	2,620	100	2,520
189487 1 Box / 1 Skid	70/30 Cupro Nickel	2,840	92	2,748
189466 1 Box / 1 Skid	70/30 Cupro Nickel	3,122	92	3,030
189595 1 Box / 1 Skid	70/30 Cupro Nickel	2,430	100	2,330
	<b>70/30 Cupro Nickel</b>	<b>11,012</b>	<b>384</b>	<b>10,628</b>
189113 4 Drums / 1 Skid	Nickel Cathode	2,305	101	2,204
189115 4 Drums / 1 Skid	Nickel Cathode	2,305	101	2,204
189117 4 Drums / 1 Skid	Nickel Cathode	2,300	96	2,204
189119 4 Drums / 1 Skid	Nickel Cathode	2,305	101	2,204
189123 2 Drums / 1 Skid	Nickel Cathode	1,210	105	1,105
	<b>Nickel Cathode</b>	<b>10,425</b>	<b>504</b>	<b>9,921</b>

Total:

42,531

1,168

41,363

Superfund Records Center

SITE: Liberty Street 0400

BREAK: 2.12

OTHER: 628329

Accepted: \_\_\_\_\_

ID: \_\_\_\_\_



SEMS DocID

**628329**

WHITE - ORIGINAL

YELLOW - CUSTOMER COPY


PINK - ACCOUNTING COPY

GOLDENROD - PLANT COPY


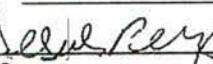
## STRAIGHT BILL OF LADING-SHORT FORM-ORIGINAL-NOT NEGOTIABLE

RECEIVED, subject of the classifications and lawfully filed tariffs in effect on the date of the issue of this Original Bill Lading.

From	BALZ ANSAM METALS CORPORATION 1026 E. Patapsco Avenue Baltimore, Maryland 21225	(Name of Carrier)	Purchase Order No.
At	Baltimore, Maryland 21225	8/23 2013 Shippers No.	35450
<small>This property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading and form (1) in Uniform Freight Classification in effect on the date hereof, all or any of said property, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.</small>			
<small>Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.</small>			
Consigned To	ANSONIA SPECIALTY METALS, RIVIERSE DRIVE, DEPT 436 METAL STORAGE		
(MAIL OR STREET ADDRESS OF CONSIGNEE-FOR PURPOSES OF NOTIFICATION ONLY)			
Destination	ANSONIA	State	CT ZIP
Route	Delivery Address*		
(TO BE FILLED IN ONLY WHEN SHIPPER DESIRES AND GOVERNING TARIFFS PROVIDE FOR DELIVERY THEREAT.)			
Delivering Carrier	BALZ	Car or Vehicle	Initials/Numbers 126338

NO. PACKAGES	KIND OF PACKAGES, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (SUB. TO COR.)	CLASS. OR RATE	CHECK COLUMN	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign this statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
16DRUMS	SCRAP METAL GROSS	42,531#			 (Signature of Consignor)
4BOXES	RECYCLABLE MATERIAL TARE	1,168#			
16SKIDS	SEAL NO. 2144 NET	41,363#			
	ORDER NO.				
	OUR REFERENCE NO. 18081				If charges are to be prepaid, write or stamp here, "To be Prepaid."
	THIS LOAD MUST BE DELIVERED MONDAY, 8/26/13				TO BE PREPAID
	ANY PROBLEMS MAKING DELIVERY APPT PLEASE CALL ANSAM.				Received \$ to apply in prepayment of the charges on the property described hereon
					Agent or Cashier.
					Per (The signature here acknowledges only the amount prepaid.)
					Charges Advanced:
					\$
<small>If the shipment is received by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE - Where the terms of the bill of lading, shippers are required to state specifically in writing the agreed or declared value of the property. THE AGREED DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER TO BE NOT EXCEEDING</small>					C.O.D. SHIPMENT
					C.O.D. Amt
					Collect Fee
					Tot. Charge

This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Dept. of Transportation.

ANSAM METALS CORPORATION P.O. BOX 3408 BALTIMORE, MARYLAND 21225 (410)355-8220	Shipper  Per E. STEINBACH	Agent BALZ Per 
Permanent post-office address of shipper	*1 Copy each - Plant, Driver 2 Copies - Main Office	



## STRAIGHT BILL OF LADING-SHORT FORM-ORIGINAL-NOT NEGOTIABLE

RECEIVED, subject of the classifications and lawfully filed tariffs in effect on the date of the issue of this Original Bill Lading.

From **BALZ** (Name of Carrier)  
**ANSAM METALS CORPORATION**  
1026 E. Patapsco Avenue  
Purchase Order No.  
At **Baltimore, Maryland 21225** 11/20 2012 Shippers No. **35029**

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property overall or any portion of said route to destination, and as to each party at any time interested in that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, all or any of said property (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

## Consigned

To **ANSONIA COPPER & BRASS RIVERSIDE DRIVE DEPT 436 (METAL STORAGE)**

(MAIL OR STREET ADDRESS OF CONSIGNEE-FOR PURPOSES OF NOTIFICATION ONLY)

Destination **ANSONIA**State **CT**

ZIP

## Route

## Delivery Address\*

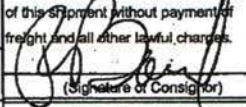
(\*TO BE FILLED IN ONLY WHEN SHIPPER DESIRES AND GOVERNING TARIFFS PROVIDE FOR DELIVERY THEREAT.)

## Delivering

Carrier **BALZ**

## Car or Vehicle

Initials/Numbers **926698**

NO. PACKAGES	KIND OF PACKAGES, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (SUB. TO COR.)	CLASS OR RATE	CHECK COLUMN	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign this statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
4DRS	SCRAP METAL GROSS	40,989#			 (Signature of Consignor)
6BXS	RECYCLABLE MATERIAL TARE	989#			
17SKIDS	SEAL NO. 18421 NET	40,000#			
	ORDER NO. CONSIGNMENT				
	OUR REFERENCE NO. 18081				If charges are to be prepaid, write or stamp here. "To be Prepaid."
	THIS LOAD MUST BE DELIVERED 11/21/12 AM DELIVERY				<b>TO BE PREPAID</b>
	ANY PROBLEMS MAKING DELIVERY APPT PLEASE CALL ANSAM.				Received \$
	Superfund Records Center				to apply in prepayment of the charges on the property described hereon.
	SITE: <u>Liberty Street 0100</u>				Agent or Cashier.
	BREAK: <u>2-12</u>				Per
	OTHER: <u>628974</u>				(The signature here acknowledges only the amount prepaid.)
					Charges Advanced:
					\$
*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE - Where the rates dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. THE AGREED DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER TO BE NOT EXCEEDING.					<b>C.O.D. SHIPMENT</b>
					C.O.D. Amt
					Collect Fee
					Tot. Charge.

\*This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Dept. of Transportation.

ANSAM METALS CORPORATION  
P.O. BOX 3408  
BALTIMORE, MARYLAND 21225  
(410)355-8220

Shipper

Per **R. BOUGOURD**Agent **BALZ**Per **S. Bittner**

Permanent post-office address of shipper

\*1 Copy each - Plant, Driver 2 Copies - Main Office



SEMS DocID

628974



**LIBERTY STREET ANSONIA COPPER & BRASS SUPERFUND SITE**

**Ansonia, Connecticut**

**Attachment No. 3**

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

SHIPPER'S NO.

WV 11723

NAME OF CARRIER

FROM

CUNI CASTING ANSONIA CT

20 13

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over after any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

ANSONIA COPPER & BRASS, INC.

CUSTOMER'S ORDER NO.

CONSIGNEE TO:

Hawesville Specialty Metal

MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY

STREET

SPECIAL INSTRUCTIONS:

☒ PACKING LIST ATTACHED - MUST ACCOMPANY DELIVERY

☐ OPEN TOP DELIVERY REQUIRED

☒ CASES/BUNDLES BLOCK OFF FLOOR (TAILGATE) (DELIVERY)

CITY

STATE

ZIP CODE

Hawesville

CT

BUNDLES	CASES	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (SUBJECT TO CORRECTION)
		BRASS, BRONZE OR COPPER TUBING (NMFC 51900)	
		CUPRO-NICKEL TUBING (CUNI) (NMFC 51920)	

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per *[Signature]*  
ANSONIA COPPER & BRASS, INC.

(Signature of Consignor)

☒ PREPAID

☐ COLLECT

PACKAGE NUMBERS:

TUBE

7113-0000-19-00

FOR PAYMENT, FORWARD ORIGINAL FREIGHT BILL WITH CODED B/L ATTACHED TO CASS INFORMATION SYSTEM SERVICES % ANSONIA COPPER & BRASS, P.O. BOX 6542, CHELMSFORD, MA 01824-0942.

The fibre boxes used for this shipment conform to the specifications set forth in the Boxmaker's Certificate thereon, and all other requirements of Rule 41 of the Consolidated Freight Classification. Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission.

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be

not exceeding

Per

ANSONIA COPPER & BRASS, INC.

CUNI CASTING

PERMANENT POST OFFICE ADDRESS OF SHIPPER:

725 BROAD ST.

WATERBURY, CT 06705

(Carrier) Agent

Per

25.082W (Rev. 8/96)

**This Memorandum** is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate covering the property named herein, and is intended solely for filing or record.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

NAME OF CARRIER

SHIPPER'S NO.

WV 11741

FROM

CUNI CASTING ANSONIA CT

2119 2013

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

ANSONIA COPPER & BRASS, INC. ORDER NO.

CUSTOMER'S ORDER NO.

CONSIGNEE TO:

Ansonia Specialty Metals LLC

STREET

725 Bank St

CITY

Waterbury CT

STATE

ZIP CODE

06708

MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY

SPECIAL INSTRUCTIONS:

☒ PACKING LIST ATTACHED - MUST ACCOMPANY DELIVERY

☐ OPEN TOP DELIVERY REQUIRED

☒ CASES/BUNDLES BLOCK OFF FLOOR (TAILGATE) (DELIVERY)

BUNDLES	CASES	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (SUBJECT TO CORRECTION)	Subject to Section 7 of conditions of applicable bill of lading, if this ship- ment is to be delivered to the consignee without recourse on the con- signor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without pay- ment of freight and all other lawful charges. Per <u>CUNI CASTING</u> <u>ANSONIA COPPER &amp; BRASS, INC.</u> (Signature of Consignor)
		BRASS, BRONZE OR COPPER TUBING (NMFC 51900)		<input checked="" type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
		CUPRO-NICKEL TUBING (CUNI) (NMFC 51920)		
		13 empty scrap containers		
		2 full oil tanks		
		1 barrel of sand		
		2 pcs sand block & mech		

PACKAGE NUMBERS:

TUBE

7113-0000-19-00

FOR PAYMENT, FORWARD ORIGINAL FREIGHT BILL WITH CODED B/L ATTACHED TO CASS INFORMATION SYSTEM SERVICES % ANSONIA COPPER & BRASS, P.O. BOX 6542, CHELMSFORD, MA 01824-0942.

The foregoing boxes used for this shipment conform to the specifications set forth in the Boxmaker's Certificate thereon, and all other requirements of Rule 41 of the Consolidated Freight Classification. "Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission."

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be

Per

ANSONIA COPPER & BRASS, INC.

CUNI CASTING

Per

PERMANENT POST OFFICE ADDRESS OF SHIPPER:

725 BANK ST.

WATERBURY, CT 06708

3

Per

(Carrier) Agent

25.082W (Rev. 8/96)



This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

SHIPPER'S NO.

WV 11893

NAME OF CARRIER

FROM CUNI CASTING  
ANSONIA COPPER & BRASS, INC. AT WATERBURY, CONNECTICUT 06708

20 13

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown, marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

ANSONIA COPPER & BRASS, INC. ORDER NO.

CUSTOMER'S ORDER NO.

CONSIGNEE TO:

MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY

STREET *Ansonia Specialty Metal*

SPECIAL INSTRUCTIONS:

☒ PACKING LIST ATTACHED - MUST ACCOMPANY DELIVERY

CITY STATE ZIP CODE

☐ OPEN TOP DELIVERY REQUIRED

*Ansonia CT*

☒ CASES/BUNDLES BLOCK OFF FLOOR (TAILGATE) (DELIVERY)

BUNDLES	CASES	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (SUBJECT TO CORRECTION)	Subject to Section 7 of conditions of applicable bill of lading, if this ship- ment is to be delivered to the consignee without recourse on the con- signor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without pay- ment of freight and all other lawful charges. Per <i>ANSONIA COPPER &amp; BRASS, INC.</i> (Signature of Consignor)
		BRASS, BRONZE OR COPPER TUBING (NMFC 51900)		
		CUPRO-NICKEL TUBING (CUNI) (NMFC 51920)		
		<i>14 Containers of Scrap</i>	<i>24667#</i>	<input checked="" type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT

PACKAGE NUMBERS:

TUBE

7113-0000-19-00

FOR PAYMENT, FORWARD ORIGINAL FREIGHT BILL WITH CODED B/L ATTACHED TO CASS INFORMATION SYSTEM SERVICES % ANSONIA COPPER & BRASS, P.O. BOX 6542, CHELMSFORD, MA 01824-0942.

The fibre boxes used for this shipment conform to the specifications set forth in the Boxmaker's Certificate thereon, and all other requirements of Rule 41 of the Consolidated Freight Classification. "Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission."

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.  
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be

not exceeding

Per

ANSONIA COPPER & BRASS, INC.

Per  
PERMANENT POST OFFICE ADDRESS OF SHIPPER,  
725 BANK ST.  
WATERBURY, CT 06708

(Carrier) Agent

Per

25.082W (Rev. 8/96)

SHIFT		NAME	MAN SHIFT (MINS)	FURNACE (MINS)	OPER. DELAY (MINS)	MECH DELAY (MINS)	WORK (MINS)	PAY OVER	NET (MINS)	POUNDS	PREM (\$)	
END												
ALLOY NUMBER	SIZE DIA X LGTH	PRAC CODE	POUR TEMP	RATE OF POUR			COOLING			SCRAP	CHARGE TICKET NUMBERS / COMMENTS	WEIGHT
				STRT	MID	END	MOLD	SPRAY	TANK STRT END			
715	ASM NET	63	4082			-35						
	806	62	786			-20						
	671		656			-15						
	688		672			-16						
	(650)		1014			-						
	626		608			-18						
	681		666			-15						
	585		570			-15						
	749		736			-13						
	558		540			-18						
	1985		1970			-15						
	866		846			-20						
	566		550			-16						
	798		782			-16						
	751		736			-15						
	1022		1008			-14						
✓	1228	✓	1216			-12						

**JRDS:**  
SUSPENSION OR DISCHARGE

**SUPERVISOR**  
SIGNATURE *RR*

**FORM # 33.0517**  
DATE 2/92

FN-36723 (5/95)



**SCRAP TALLY SHEET  
RECORD OF SHIPMENT**

FROM

**ANSONIA COPPER & BRASS, INC.**

ENTRY NO.

CUSTOMER ORDER NO.

CUSTOMER REQ. NO.

ITEM NO.

SHIP TO

VIA

MATERIAL

PKG NO	KIND OF PKG.	PIECES OR FEET	GROSS	TARE	NET	PKG NO	KIND OF PKG.	PIECES OR FEET	GROSS	TARE	NET
095414	63	715	4677	560	4117	095388	62	715	1414	608	806
						095395	62	715	1311	640	671
						095396	62	715	1376	688	688
not on paper (Rec yesterday) → of yesterday						095401	62	715	1286	636	650
						095402	62	715	1246	620	626
				not on truck		095403	62	715	1307	626	681
						095404	62	715	1239	654	585
on truck, but not listed						095405	62	715	1329	580	749
						095406	62	715	1218	660	558
095389	62	715		884	1014	095407	62	715	2552	567	1985
				+ 364		095408	62	715	1466	600	866
						095409	62	715	1176	610	566
						095410	62	715	1398	600	798
						095411	62	715	1393	642	751
						095415	62	715	1622	600	1022
						095416	62	715	1828	600	1228
									2314	9931	13232

095389 - Shipped to pay on yesterday.  
PAPERWORK

RECEIVING CLERK SIGNATURE \_\_\_\_\_



is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate covering the property named herein, and is intended solely for filing or record. Subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

SHIPPER'S NO.

WV 11906

CARRIER

*Specialty Metals*

ANSONIA COPPER & BRASS, INC. AT WATERBURY, CONNECTICUT 06708

6/26 20 13

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

ANSONIA COPPER & BRASS, INC. ORDER NO.

CUSTOMER'S ORDER NO.

CONSIGNEE TO:

MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY

STREET

SPECIAL INSTRUCTIONS:

☒ PACKING LIST ATTACHED - MUST ACCOMPANY DELIVERY

☐ OPEN TOP DELIVERY REQUIRED

☒ CASES/BUNDLES BLOCK OFF FLOOR (TAILGATE) (DELIVERY)

CITY

STATE

ZIP CODE

*Waterbury*

*CT*

BUNDLES	CASES	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (SUBJECT TO CORRECTION)	Subject to Section 7 of conditions of applicable bill of lading, if this ship- ment is to be delivered to the consignee without recourse on the con- signor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without pay- ment of freight and all other lawful charges. Per ANSONIA COPPER & BRASS, INC. (Signature of Consignor)
		BRASS, BRONZE OR COPPER TUBING (NMFC 51900)		
		CUPRO-NICKEL TUBING (CUNI) (NMFC 51920)		
		17 Containers of Scrap 27836 #		
				<input checked="" type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT

PACKAGE NUMBERS:

TUBE

7113-0000-19-00

FOR PAYMENT, FORWARD ORIGINAL FREIGHT BILL WITH CODED B/L ATTACHED TO CASS INFORMATION SYSTEM SERVICES % ANSONIA COPPER & BRASS, P.O. BOX 6542, CHELMSFORD, MA 01824-0942.

The three boxes used for this shipment conform to the specifications set forth in the Boxmaker's Certificate thereon, and all other requirements of Rule 41 of the Consolidated Freight Classification. "Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission."

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.  
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be

not exceeding

Per

ANSONIA COPPER & BRASS, INC.

*Specialty Metals*

Per PERMANENT POST OFFICE ADDRESS OF SHIPPER,

725 BANK ST.

WATERBURY, CT 06708

3

Per

(Carrier) Age

25.082W (Rev. 8/8)

CARRIER

WV 11875

20 13

ANSONIA COPPER & BRASS, INC., AT WATERBURY, CONNECTICUT 06798

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

ANSONIA COPPER & BRASS, INC. ORDER NO.

CUSTOMER'S ORDER NO.

CONSIGNEE TO:

MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY

~~STREET~~

**SPECIAL INSTRUCTIONS:**

☒ PACKING LIST ATTACHED - MUST ACCOMPANY DELIVERY☐ OPEN TOP DELIVERY REQUIRED☒ CASES/BUNDLES BLOCK OFF FLOOR (TAILGATE) (DELIVERY)

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

**ANSONIA COPPER  
& BRASS, INC.**

(Signature of Consignor)

☒ PREPAID☐ COLLECT

PACKAGE NUMBERS:

TUBE

7113-0000-19-00

FOR PAYMENT, FORWARD ORIGINAL FREIGHT BILL WITH CODED B/L ATTACHED TO CASS INFORMATION  
SYSTEM SERVICES % ANSONIA COPPER & BRASS, P.O. BOX 6542, CHELMSFORD, MA 01824-0942.

The fibre boxes used for this shipment conform to the specifications set forth in the Boxmaker's Certificate thereon, and all other requirements of Rule 41 of the Consolidated Freight Classification. "Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission."

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be

not exceeding

Pr

**ANSONIA COPPER & BRASS, INC.**

Per PERMANENT POST OFFICE ADDRESS OF SHIPPER

725 BANK ST.

WATERBURY, CT 06708

Per

25.082W (Rev. 8/96)



SCRAP TALLY SHEET  
RECORD OF SHIPMENT

FROM

ANSONIA COPPER & BRASS, INC.

6/26 20 13

SHIP TO

C. T. 12  
C. T.

ENTRY NO.

CUSTOMER ORDER NO.

CUSTOMER REQ. NO.

ITEM NO.

VIA

MATERIAL

7.4 Scrap

NO	KIND OF PKG	PIECES OR FEET	GROSS	TARE	NET	PKG NO	KIND OF PKG	PIECES OR FEET	GROSS	TARE	NET
195414	63	715	4677	560	4117	095388	62	715	1414	608	806
						095395	62	715	1311	640	671
						095396	62	715	1376	688	688
1101 on Paperwork (Rec yesterday) →						095397	62	715	1286	636	650
not on truck						095402	62	715	1246	620	626
not on truck						095403	62	715	1307	626	681
not on truck						095404	62	715	1239	654	585
truck, but not listed						095405	62	715	1329	580	749
095389	62	715	854		1014	095406	62	715	1218	660	558
						095407	62	715	2552	567	1985
						095408	62	715	1466	600	866
						095409	62	715	1176	610	566
						095410	62	715	1398	600	798
						095413	62	715	1393	642	751
						095415	62	715	1622	600	1022
						095416	62	715	1828	600	1228
									23161	9931	13230

NOTE

RECEIVING CLERK SIGNATURE

on yesterday's list  
not on today's  
6/26/30

095389 - Shipped to pay on yester.  
Paperwork

reg'd 095397 instead  
which was on  
yesterday.

COPY 2 - CUSTOMER'S COPY



**LIBERTY STREET ANSONIA COPPER & BRASS SUPERFUND SITE**

**Ansonia, Connecticut**

**Attachment No. 4**



# PACKING LIST

## ATLANTIC METALS & ALLOYS, LLC

P.O. BOX 589 • STRATFORD, CT 06615

TEL: (203) 378 - 9025 • FAX: (203) 378 - 9570

Number **33673**

Date **23-Aug-13**

SOLD TO:

- Cuni Casting
- 725 Bank Street
- Waterbury, CT 06708
- 

SHIP TO:

- CUNI Casting LLC
- 423 Riverside Drive
- Ansonia, CT 06401
- 

Date Shipped	P.O. No.	F.O.B.	Shipped Via	Terms
	M041651	Origin	Customer Pick Up	Cash
Quantity	Description	Unit Price	Amount	
1000 lb.	Manganese Metal - 99.9%			
	Lot No.: 11673			
	20 x 50 lb. net			
	Certificate of Analysis included			
-THANK YOU-				
<p>Seller expressly warrants that the product or products sold are those described hereon and are in accordance with any specifications or standards described hereon. There is no other express warranty. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ABOVE. As a condition of sale, it is the agreement of the seller and buyer that all claims for consequential damages are hereby excluded and buyer's sole remedy for breach of warranty is limited to return of the purchase price.</p>				

CERTIFICATE OF ANALYSIS

DATE : 23 August 2013  
CUSTOMER: CUNI CASTING  
Waterbury, CT  
PURCHASE ORDER NO M041651  
INVOICE NO.: 33673  
MATERIAL: Manganese Metal - 99.9%  
LOT NO.: 11673

## ANALYSIS:

Mn (metals)	99.9	%
C	0.001	
S	0.03	
P	0.0005	
Si	0.002	
Se	<0.0001	
Fe	0.001	
Cu	0.0003	
Al	0.001	
N	0.01	
H	0.0002	
O	0.2	
Pb	0.0005	
Co	0.0002	
Ni	0.0002	
As	<0.0001	
Zn	0.0003	

OK  
RR  
7-8-13



## Reconciliation Pending

## Itemized Cost Summary

LIBERTY STREET ANSONIA BRASS AND COPPER, ANSONIA, CT SITE ID = 01 NP

<b>REGIONAL PAYROLL COSTS .....</b>	<b>\$102,417.05</b>
<b>REGIONAL TRAVEL COSTS .....</b>	<b>\$4,880.85</b>
<b>EMERGENCY REMOVAL CLEANUP SERVICES (ERCS) CONTRACT COSTS</b>	
ENVIRONMENTAL RESTORATION, LLC (EPS11601) .....	\$652,177.67
<b>ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT) CONTRACT COSTS</b>	
TECHLAW, INC. (EPW13021) .....	\$15,055.20
<b>SUPERFUND TECHNICAL ASSISTANCE AND RESPONSE TEAM (START) CONTRACT COSTS</b>	
KGSNE, INC. (EPS11701) .....	\$807.52
WESTON SOLUTIONS, INC. (EPS31501) .....	\$521,566.33
<b>MISCELLANEOUS COSTS (MIS) .....</b>	<b>\$108.12</b>
<b>EPA INDIRECT COSTS .....</b>	<b>\$642,929.25</b>
<b>Total Site Costs:</b>	<b>\$1,939,941.99</b>

## U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

### Office of Small and Disadvantaged Business Utilization (OSDBU)

[www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu](http://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu)

EPA's OSDBU advocates and advances business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses.

### EPA's Asbestos Small Business Ombudsman (ASBO)

[www.epa.gov/resources-small-businesses/asbestos-small-business-ombudsman](http://www.epa.gov/resources-small-businesses/asbestos-small-business-ombudsman) or 1-800-368-5888

The EPA ASBO serves as a conduit for small businesses to access EPA and facilitates communications between the small business community and the Agency.

### Small Business Environmental Assistance Program

<https://nationalsbeap.org>

This program provides a "one-stop shop" for small businesses and assistance providers seeking information on a wide range of environmental topics and state-specific environmental compliance assistance resources.

### EPA's Compliance Assistance Homepage

[www.epa.gov/compliance](http://www.epa.gov/compliance)

This page is a gateway to industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

### Compliance Assistance Centers

[www.complianceassistance.net](http://www.complianceassistance.net)

EPA sponsored Compliance Assistance Centers provide information targeted to industries with many small businesses. They were developed in partnership with industry, universities and other federal and state agencies.

#### Agriculture

[www.epa.gov/agriculture](http://www.epa.gov/agriculture)

#### Automotive Recycling

[www.ecarcenter.org](http://www.ecarcenter.org)

#### Automotive Service and Repair

[www.ccar-greenlink.org](http://www.ccar-greenlink.org) or 1-888-GRN-LINK

#### Chemical Manufacturing

[www.chemalliance.org](http://www.chemalliance.org)

#### Construction

[www.cicacenter.org](http://www.cicacenter.org)

#### Education

[www.campuserc.org](http://www.campuserc.org)

#### Food Processing

[www.fpeac.org](http://www.fpeac.org)

#### Healthcare

[www.hercenter.org](http://www.hercenter.org)

#### Local Government

[www.lgean.org](http://www.lgean.org)

#### Surface Finishing

<http://www.sterc.org>

#### Paints and Coatings

[www.paintcenter.org](http://www.paintcenter.org)

#### Printing

[www.pneac.org](http://www.pneac.org)

#### Ports

[www.portcompliance.org](http://www.portcompliance.org)

### Transportation

[www.tercenter.org](http://www.tercenter.org)

### U.S. Border Compliance and Import/Export Issues

[www.bordercenter.org](http://www.bordercenter.org)

### EPA Hotlines and Clearinghouses

[www.epa.gov/home/epa-hotlines](http://www.epa.gov/home/epa-hotlines)

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Examples include:

### Clean Air Technology Center (CATC) Info-line

[www.epa.gov/catc](http://www.epa.gov/catc) or 1-919-541-0800

### Superfund, TRI, EPCRA, RMP, and Oil Information Center

1-800-424-9346

### EPA Imported Vehicles and Engines Public Helpline

[www.epa.gov/otaq/imports](http://www.epa.gov/otaq/imports) or 1-734-214-4100

### National Pesticide Information Center

[www.npic.orst.edu](http://www.npic.orst.edu) or 1-800-858-7378

**National Response Center Hotline** to report oil and hazardous substance spills - <http://nrc.uscg.mil> or 1-800-424-8802

### Pollution Prevention Information Clearinghouse (PPIC) -

[www.epa.gov/p2/pollution-prevention-resources#ppic](http://www.epa.gov/p2/pollution-prevention-resources#ppic) or 1-202-566-0799

### Safe Drinking Water Hotline -

[www.epa.gov/ground-water-and-drinking-water/safe-drinking-water-hotline](http://www.epa.gov/ground-water-and-drinking-water/safe-drinking-water-hotline) or 1-800-426-4791

### Toxic Substances Control Act (TSCA) Hotline

[tsc hotline@epa.gov](mailto:tsc hotline@epa.gov) or 1-202-554-1404



### Small Entity Compliance Guides

<https://www.epa.gov/reg-flex/small-entity-compliance-guides>

EPA publishes a Small Entity Compliance Guide (SECG) for every rule for which the Agency has prepared a final regulatory flexibility analysis, in accordance with Section 604 of the Regulatory Flexibility Act (RFA).

### Regional Small Business Liaisons

[www.epa.gov/resources-small-businesses/epa-regional-office-small-business-liaisons](http://www.epa.gov/resources-small-businesses/epa-regional-office-small-business-liaisons)

The U.S. Environmental Protection Agency (EPA) Regional Small Business Liaison (RSBL) is the primary regional contact and often the expert on small business assistance, advocacy, and outreach. The RSBL is the regional voice for the EPA Asbestos and Small Business Ombudsman (ASBO).

### State Resource Locators

[www.envcap.org/statetools](http://www.envcap.org/statetools)

The Locators provide state-specific contacts, regulations and resources covering the major environmental laws.

### State Small Business Environmental Assistance Programs (SBEAPs)

<https://nationalsbeap.org/states/list>

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits.

### EPA's Tribal Portal

[www.epa.gov/tribalportal](http://www.epa.gov/tribalportal)

The Portal helps users locate tribal-related information within EPA and other federal agencies.

### EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has two such policies that may apply to small businesses:

#### EPA's Small Business Compliance Policy

[www.epa.gov/enforcement/small-businesses-and-enforcement](http://www.epa.gov/enforcement/small-businesses-and-enforcement)

#### EPA's Audit Policy

[www.epa.gov/compliance/epas-audit-policy](http://www.epa.gov/compliance/epas-audit-policy)

### Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a SBREFA Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

### Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

*EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.*



**ATTACHMENT**  
**SITE DESCRIPTION**

The Liberty Street Ansonia Copper and Brass Site is located at 75 Liberty Street (Parcel ID 03300190000) and 7 Riverside Drive (Parcel ID 03500010004) in Ansonia, New Haven County, CT. The 75 Liberty Street property is 16.5 acres, and the 7 Riverside Drive property is 22.04-acres. The two properties are divided by an active rail line. The Site is bordered to the west by the Naugatuck River, to the north and east by residential and commercial properties, and to the south by industrial and commercial properties. The Site is currently inactive and formerly used for the manufacture and/or processing of copper and brass products. Several large buildings occupy the Site, including an office building with a metallurgy laboratory in the basement, the Casting Mill (Building 1), the Power House (Building 2), the Rod Mill (Building 3), the Extrusion Mill (Building 4), the Flat Wire Mill (Building 5), and the waste water treatment plant. The facility is abandoned, unguarded and accessible to trespassers. The buildings and roofs are deteriorating, and the Site no longer has heat, electricity, or water services in case of fire.

In May 2017, the Connecticut Department of Energy and Environmental Protection referred the Site to EPA's Emergency Planning and Response Branch. In July 2017, EPA conducted a Preliminary Assessment and Site Investigation and identified, the following environmental hazards throughout the Site: asbestos-containing material ("ACM") on piping, equipment, or within tiles; open containers and drums of suspected used hydraulic oil from machinery; drums of unidentified liquids and/or solids; vats and pits of contaminated rainwater; large transformers that previously contained polychlorinated biphenyl ("PCB") oil; and small containers and jars of chemicals in the metallurgy laboratory. EPA collected samples of solid/sludge, aqueous liquids, ACM, suspected PCB transformer oil, and drum product throughout the numerous mill buildings.

Hazardous substances at the Site included, PCBs, heavy metals, corrosive wastes, and friable asbestos, and were a potential health threat to anyone walking on, traveling by or living near the Site. EPA subsequently determined that a removal action was necessary.

From September 18, 2017 to September 24, 2018, EPA performed a time-critical removal action including but not limited to: site security as necessary; additional sampling to determine the extent of contamination; air monitoring, dust control and suppression; removed lab pack chemicals located in metallurgy laboratory; hazardous categorization of drums/containers/pits/trough contents; removed contaminated liquid/solid/sludge areas inside the buildings and staged for transportation; consolidated/over-packed and staged containers of hazardous substances; collected and consolidated accessible friable asbestos in degrading condition located inside and around the buildings; removed and disposed of any other hazardous substances; coordinated transportation and disposal of collected wastes to EPA approved disposal facilities; installed safety fencing and warning signage around all open floor pits and trenches prior to demobilization to protect trespassers from fall hazards; and repaired response-related damage.

**END OF INFORMATION REQUEST**  
**THANK YOU FOR YOUR COOPERATION**